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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

UNITED STATES OF AMERICA for the
Use of SHORESIDE PETROLEUM, INC.,
d/b/a Marathon Fuel Service, on its
own behalf,

Plaintiffs,

vs.

NUGGET CONSTRUCTION, INC.; SPENCER
ROCK PRODUCTS INC.; UNITED STATES
FIDELITY AND GUARANTY COMPANY; and
ROBERT A. LAPORE,

Defendants.

Case No. A98-009 CV (HRH)

30(b) (6) DEPOSITION OF SHORESIDE PETROLEUM, INC.

Doug Lechner

Taken December 2, 2005
Commencing at 8:45 a.m.

Volume I - Pages 1 - 82, inclusive

Taken by the Defendant
at
OLES, MORRISON, RINKER & BAKER
745 W. Fourth Av., Suite 502
Anchorage, AK 99501

Reported by: Susan J. Warnick, RPR

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1 phase. And during that initial phase, you believed that
2 your agreement was with Spencer Rock to pay for those?

3 A Our agreement was with -- Spencer Rock was the one we
4 were providing fuel to; that is correct. We were still
5 looking -- we view the project as a bonded job. It's a
6 federal project. So we still know that there is still
7 some coverage, as well.

8 Q So in other words, in your mind, your contract was
9 with Spencer Rock, but you had a bond in place in case
10 Spencer Rock failed to pay you. Is that a fair summary?

11 A I think that's a fair assessment.

12 Q And during the period of time you were -- at some
13 point you spoke with Randy Randolph, I believe.

14 A Correct.

15 Q And he indicated that Nugget was taking over for
16 Spencer Rock and -- let's see -- and that all future fuel
17 and lube purchases were to be billed directly to Nugget
18 Construction; is that correct?

19 A Yes. Correct.

20 Q And he also told you that Nugget Construction would
21 not pay for past purchases by Spencer Rock?

22 A That's what he told me.

23 Q Prior to that discussion, had you had any
24 conversations with Nugget Construction where Nugget told
25 you that they would pay for Spencer Rock's purchases of

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